

WAYNE COUNTY COMMON PLEAS COURT
CIVIL DIVISION
215 NORTH GRANT STREET
WOOSTER, OHIO 44691
(330) 287-5590
SUMMONS

MICHAEL BYLER, et al
Plaintiff

CASE NO. 2022 CVC-H 000359

vs.

FORD MOTOR COMPANY
Defendant

To: **FORD MOTOR COMPANY**
C/O CT CORPORATION SYSTEM
4400 EASTON COMMONS WAY, STE 125
COLUMBUS, OH 43219

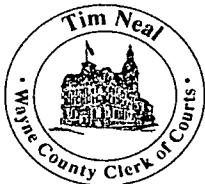
To the above named defendant(s):

You are hereby summoned that a complaint (a copy of which is hereto attached and made a part hereof) had been filed against you in this court by the plaintiff(s) named herein. You are required to serve upon the plaintiff's attorney, or upon the plaintiff if he/she has no attorney of record, a copy of your answer to the complaint within 28 days after service of this summons upon you. Said answer must be filed with this court within three days after service on plaintiff's attorney.

The name and address of the plaintiff's attorney is as follows:

CHRISTOPHER ALLEN WINKLER
30928 FORD RD
GARDEN CITY, MI 48135

If you fail to appear and defend, judgment by default will be taken against you for the relief demanded in the complaint.



By: _____

Deputy Clerk

8/18/2022

IN THE COURT OF COMMON PLEAS
WAYNE COUNTY, OHIO

MICHAEL BYLER and
MICHELLE BYLER
13053 Claridon Troy Road
Chardon, OH 44024

Plaintiffs,

v

FORD MOTOR COMPANY
c/o CT Corporation System
4400 Easton Commons Way, Ste. 125
Columbus, Ohio 43219

Defendant.

Case No. 2022 CVC-H 000359

Judge: MARK K WIEST

COMPLAINT

(Jury Demand Endorsed Hereon)

NOW COMES the Plaintiffs, by and through the undersigned attorneys, complains against the above named Defendant as follows:

1. Plaintiffs are residents of the city of Chardon, Ohio.
2. Defendant, Ford Motor Company (hereinafter referred to as "Manufacturer"), is a Delaware Corporation authorized to do business in the State of Ohio and, at all times relevant hereto, was engaged in the manufacture, warranting, sale distribution and/or importing of Ford vehicles and related equipment for sale in the state of Ohio, with its registered office in the city of Columbus, County of Franklin, Ohio.

3. On or about September 29, 2017, Plaintiffs entered into a vehicle purchase agreement with White's Ford (herein referred to as "Seller"), and were delivered a 2017 Ford F-250, VIN 1FT7X2B66HEB33593 (hereinafter referred to as "2017 F-250") in the City of Orrville, County of Wayne, State of Ohio (see copy of the Retail Installment Contract attached as Exhibit A).

4. Along with the sale of the 2017 F-250, Plaintiffs received written warranties and other express and implied warranties including, by way of example and not by way of limitation, warranties from Defendant (a copy of the written warranty is in the possession of the Defendant and is too voluminous to attach hereto).

5. Plaintiffs have taken the 2017 F-250 to Manufacturer's authorized agents/dealers, including Seller, for repair on numerous occasions (including, but not limited to the repair records attached as Exhibit B), however the vehicle continues to have substantial nonconformities.

6. Seller is a Ford Motor Company authorized dealership and service facility and has acted as Defendant's agent and for Defendant's benefit during the sale, repair and servicing of the vehicle.

7. This cause of action arises out of Defendant's various breaches of warranties, violations of statutes as hereinafter alleged. The amount in controversy exceeds FIFTEEN THOUSAND DOLLARS (\$15,000.00), exclusive of interest and costs, for which Plaintiffs seek judgment against Defendant. In addition, Plaintiffs seek damages from the Defendant as set forth below, including, but not limited to, economic damages, noneconomic damages, statutory, incidental, consequential and actual damages, interest, costs, and attorneys' fees.

COUNT I
BREACH OF EXPRESS WARRANTY

8. Plaintiffs incorporate herein by reference each and every allegation contained in Paragraphs 1 through 7 as though herein fully restated and realleged.

9. Plaintiffs are "buyers" under the Ohio Uniform Commercial Code, Ohio Rev. Code (ORC) 1302.01.

10. Defendant is a "seller" under the Ohio Uniform Commercial Code, ORC 1302.01

11. The 2017 F-250 constitutes "goods" under the Ohio Uniform Commercial Code, ORC 1302.01.

12. This is a "transaction in goods," to which ORC 1302.02 is applicable.

13. Plaintiffs purchase of the 2017 F-250 was accompanied by an express, written warranty, offered by the Defendant. At the subsequent servicing of the vehicle, an additional warranty was provided regarding the parts installed and labor performed. Whereby said warranties were part of the basis of the bargain of the contract, upon which Plaintiffs relied, between Plaintiffs and Defendant for its sale of the vehicle.

14. In these express warranties, the Defendant warranted if any defects were discovered within certain periods of time, the Defendant would provide repair of the 2017 F-250 in a reasonable amount of time and free of charge to Plaintiffs under the terms of the express warranty.

15. Plaintiffs discovered the 2017 F-250 had defects and problems after Plaintiffs purchased the vehicle as discussed above.

16. Plaintiffs notified Defendant of the aforementioned defects.

17. Plaintiffs have provided the Defendant with reasonable opportunities to repair or replace the 2017 F-250. (Including, but not limited to, Exhibit B, repair orders).

18. Plaintiffs have reasonably met all obligations and pre-conditions as provided in the express warranty.

19. The Defendant has failed to adequately repair the 2017 F-250 and/or have not repaired the 2017 F-250 in a timely fashion, and the 2017 F-250 remains in a defective condition.

20. The 2017 F-250's defects have rendered the limited warranties ineffective to the extent that the limited remedy of repair and/or adjustment of defective parts failed of its essential purpose pursuant to ORC 1302.93(B).

21. The 2017 F-250 continues to contain defects which substantially impair the value and use of the 2017 F-250 to the Plaintiffs.

22. These defects could not reasonably have been discovered by the Plaintiffs prior to Plaintiffs purchase and/or acceptance of the 2017 F-250.

23. The Defendant induced Plaintiffs acceptance of the 2017 F-250 by agreeing, by means of the express warranty, to remedy, within a reasonable time, those defects which had not been or could not have been discovered prior to acceptance.

24. The many defective conditions on the 2017 F-250 have substantially impaired the value to the Plaintiffs.

25. If the finder of fact finds revocation and/or rejection was improper, then, in the alternative, Plaintiffs allege that as of the date of revocation, the 2017 F-250 was in substantially the same condition as at delivery except for damage caused by its own defects and ordinary wear and tear. Therefore, Plaintiffs have suffered and is entitled to damages for breach of warranty calculated by the difference at the time and place of acceptance between the value of the goods accepted and the value they would have had if they had been as warranted.

26. The Defendant has refused Plaintiffs demands and have refused to provide Plaintiffs with the remedies to which Plaintiffs are entitled pursuant to ORC 1302.26, ORC 1302.85, ORC 1302.88, and ORC 1302.89.

WHEREFORE, Plaintiffs pray for judgment against Defendant:

- A. Declaring acceptance has been properly revoked by Plaintiffs and for damages incurred in revoking acceptance;
- B. For a refund of the purchase price and finance charges paid by Plaintiffs for the 2017 F-250;
- C. To cancel Plaintiffs retail installment contract and pay off the balance on the contract;
- D. For incidental, consequential and actual damages;
- E. For all damages caused by a Defendant's breach of warranty;
- F. For costs, interest and attorneys' fees; and
- G. For such other relief this Court deems appropriate.

COUNT II
BREACH OF IMPLIED WARRANTY OF MERCHANTABILITY

27. Plaintiffs incorporate herein by reference each and every allegation contained in Paragraphs 1 through 26 as though herein fully restated and realleged.

28. The Defendant is a "merchant" with respect to automobiles under the Ohio Uniform Commercial Code, ORC 1302.01.

29. The 2017 F-250 and the replacement parts installed on it at its subsequent servicing were subject to implied warranties of merchantability under ORC 1302.27, running from the Defendant to the benefit of Plaintiffs.

30. The 2017 F-250 and replacement parts installed on the vehicle were not fit for the ordinary purpose for which such goods are used and/or would not pass without objection in the trade.

31. The defects and problems hereinbefore described rendered the 2017 F-250 and replacement parts unmerchantable.

32. The Defendant failed to adequately remedy the defects in the 2017 F-250; and the 2017 F-250 and replacement parts continue to be in an unmerchantable condition at the time of revocation.

WHEREFORE, Plaintiffs pray for judgment against Defendant:

A. Declaring acceptance has been properly revoked and for damages incurred in revoking acceptance;

B. For damages caused by a breach of the implied warranty;

C. For a refund of the purchase price and finance charges paid by Plaintiffs for the 2017 F-250;

- D. To cancel Plaintiffs retail installment contract and pay off the balance on the contract;
- E. For consequential, incidental and actual damages;
- F. Costs, interest and attorneys' fees; and
- G. Such other relief this Court deems appropriate.

COUNT III
REVOCATION OF ACCEPTANCE

33. Plaintiffs incorporate herein by reference each and every allegation contained in Paragraphs 1 through 32 as though herein fully restated and realleged.

34. Plaintiffs accepted the 2017 F-250 without discovering the above defects due to the fact Plaintiffs were reasonably induced to accept the vehicle by the difficulty of discovery of the above defects.

35. In the alternative, Plaintiffs reasonably assumed, and Defendant represented, that all of the aforesaid defects and/or nonconformities would be cured within a reasonable time.

36. After a reasonable number of attempts by Defendant to cure, it has become apparent the nonconformities could not be seasonably cured.

37. The nonconformities substantially impaired the value of the 2017 F-250 to the Plaintiffs.

38. Plaintiffs have previously notified Defendant of the nonconformities and Plaintiffs notified Defendant that he seeks revoke acceptance pursuant to ORC 1302.66 and demanded the refund of the purchase price for the 2017 F-250 and out-of-pocket expenses. (Including, but not limited to, the copy of Plaintiffs letters attached hereto as Exhibit C and D).

39. Defendant has failed to accept return of the 2017 F-250 and have failed to refund any part of the sum equal to the purchase price and out-of-pocket expenses incurred by Plaintiffs.

WHEREFORE, Plaintiffs pray for judgment against Defendant:

- A. Declaring acceptance has been properly revoked by Plaintiffs and for damages incurred in revoking acceptance;
- B. For a refund of the purchase price and finance charges paid by Plaintiffs for the 2017 F-250;
- C. To cancel Plaintiffs retail installment contract and pay off the balance on the contract;
- D. For consequential, incidental and actual damages;
- E. Costs, interest and attorneys' fees; and
- F. Such other relief this Court deems appropriate.

COUNT IV
BREACH OF WRITTEN WARRANTY UNDER
MAGNUSON-MOSS WARRANTY ACT

40. Plaintiffs incorporate herein by reference each and every allegation contained in Paragraphs 1 through 39 as though herein fully restated and realleged.

41. Plaintiffs are "consumers" as defined in the Magnuson-Moss Warranty Act (hereinafter referred to as the "Warranty Act") 15 USC 2301(3).

42. The Defendant are "suppliers" and "warrantors" as defined by the Warranty Act, 15 USC 2301(4) and (5).

43. The 2017 F-250 is a "consumer product" as defined in the Warranty Act, 15 USC 2301(1).

44. The 2017 F-250 was manufactured, sold and purchased after July 4, 1975.

45. The express warranty given by the Defendant pertaining to the 2017 F-250 is a "written warranty" as defined in the Warranty Act, 15 USC 2301(6).

46. The Seller is an authorized dealership/agent of Ford Motor Company designated to perform repairs on vehicles under Ford Motor Company's automobile warranties.

47. The above-described actions (failure to timely repair and/or properly repair the above-referenced defects, etc.), including failure to honor the written warranty, constitute a breach of the written warranty by the Defendant actionable under the Warranty Act, 15 USC 2310(d)(1) and (2) have damaged the Plaintiffs.

WHEREFORE, Plaintiffs pray for judgment against Defendant:

A. Declaring acceptance has been properly revoked by Plaintiffs and for damages incurred in revoking acceptance;

B. All damages caused by a Defendant's breach of written warranty;

C. For a refund of the purchase price and finance charges paid by Plaintiffs for the 2017 F-250;

D. To cancel Plaintiffs retail installment contract and pay off the balance on the contract;

E. For consequential, incidental and actual damages;

F. For costs, interest and attorneys' fees; and

G. Such other relief this Court deems appropriate.

COUNT V
BREACH OF IMPLIED WARRANTY UNDER
MAGNUSON-MOSS WARRANTY ACT

48. Plaintiffs incorporates herein by reference each and every allegation contained in Paragraphs 1 through 47 as though herein fully stated and realleged.

49. The above-described actions on the part of the Defendant constitute a breach of the implied warranty of merchantability actionable under the Warranty Act, 15 USC 2301(7), 2308, 2310(d)(1) and (2).

WHEREFORE, Plaintiffs pray for judgment against Defendant:

- A. Declaring acceptance has been properly revoked by Plaintiffs and for damages incurred in revoking acceptance;
- B. For a refund of the purchase price and finance charges paid by Plaintiffs for the 2017 F-250;
- C. To cancel Plaintiffs retail installment contract and pay off the balance on the contract;
- D. For consequential, incidental and actual damages;
- E. All damages caused by breach of an implied warranty;
- F. For costs, interest and attorneys' fees; and
- G. Such other relief this Court deems appropriate.

COUNT VI
BREACH OF CONTRACT

50. Plaintiffs incorporate herein by reference each and every allegation contained in Paragraphs 1 through 49 as though herein fully restated and realleged.

51. A written limited warranty and implied warranty of merchantability accompanied the delivery of the 2017 F-250 to Plaintiffs and the subsequent servicing of the vehicle. The limited warranty provided the Seller and Manufacturer would successfully and timely repair or adjust all parts found to be defective in factory-supplied materials or workmanship.

52. The sale of the vehicle, the written warranty and subsequent servicing of the 2017 F-250 created a contractual relationship between the Defendant and Plaintiffs.

53. The Defendant has breached their contractual obligations to the Plaintiffs related to its sales contract, limited warranty contract and servicing contract in that they have failed to timely or properly repair or adjust defective parts covered under the limited warranty, have failed to do the same within the limited warranty coverage period, and within a reasonable time, provided an unmerchantable vehicle and provided unmerchantable replacement parts.

54. Plaintiffs have been damaged as a result of the Defendant breach of contractual obligations.

WHEREFORE, Plaintiffs pray for judgment against all Defendant:

A. Damages incurred by Plaintiffs created by Defendant breach of contract, including all monies paid for the purchase of the 2017 F-250;

B. For return of an amount equal to Plaintiffs down payment and all payments made by Plaintiffs to the Defendant;

C. For incidental, consequential, exemplary and actual damages;

D. To cancel Plaintiffs retail installment contract and pay off the balance of the contract;

- E. For costs and expenses, interest, and attorneys' fees; and
- F. Such other relief this Court deems appropriate.

COUNT VII
RESCISSION OF CONTRACT

55. Plaintiffs incorporates herein by reference each and every allegation contained in Paragraphs 1 through 54 as though herein fully restated and realleged.

56. An express limited warranty accompanied the delivery of the 2017 F-250 to Plaintiffs. The limited warranty provided the Seller would repair or adjust all parts found to be defective in factory-supplied materials or workmanship.

57. The sales contract and the limited warranty, given by Manufacturer and adopted by the Seller when the Seller serviced and repaired the 2017 F-250 created a contractual relationship between the Defendant and Plaintiffs.

58. The Defendant has breached sales contract and the express limited warranty contract in that they have failed to repair or adjust defective parts covered under the limited warranty, have failed to do the same within the limited warranty coverage period, and within a reasonable time, and failed to provide a merchantable vehicle.

59. The actions of the Defendant have resulted in a failure of consideration justifying the rescission of the contract.

60. Without a judicial declaration that the contract has been rescinded, Plaintiff will suffer irreparable and substantial harm if the consideration paid by Plaintiffs and damages sustained by Plaintiffs, together with interest, are not restored.

WHEREFORE, Plaintiffs pray for judgment and the following relief against all Defendant:

A. That this Court order a rescission of the purchase and retail installment contract by refunding all monies paid by Plaintiffs, terminating the retail installment contract, requiring the Defendant to pay off the balance of the contract and ordering Plaintiffs to return the 2017 F-250 to the Defendant;

B. Damages incurred by Plaintiffs created by Defendant breach of contract, including all monies paid for the purchase of the 2017 F-250;

C. For return of an amount equal to Plaintiffs down payment and all payments made by Plaintiffs to the Defendant;

D. For incidental, consequential and actual damages;

E. For costs and expenses, interest, and attorneys' fees; and

F. Such other relief this Court deems appropriate.

JURY DEMAND

Plaintiff demands trial by jury on all issues triable as such.

Respectfully submitted,

LAW OFFICE OF RONALD J. BOLZ, PLLC

By:



CHRISTOPHER A. WINKLER (0078935)

RONALD J. BOLZ (0051838)

Attorneys for Plaintiff

30928 Ford Road

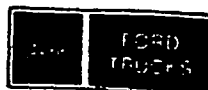
Garden City, MI 48135

(734) 261-4700

cwinkler@lemonauto.com

Dated: August 17, 2022

Exhibit A



1780 North Main Street • Orrville, Ohio 44667

Phone 330/682-2040 • Toll Free 888/677-8455

CUSTOMER DOB: 05/03/1974 COBUYER DOB: 10/16/1972

24147

STOCK NO.	17-073
DEAL #	28688
MILEAGE	79

PURCHASER'S NAME MICHELLE BYLER MICHAEL BYLER

DATE SEP 29 2017

ENTER MY ORDER FOR ONE <input checked="" type="checkbox"/> NEW <input type="checkbox"/> USED <input type="checkbox"/> CAR <input checked="" type="checkbox"/> TRUCK <input type="checkbox"/> DEMONSTRATOR <input type="checkbox"/> SALESMAN CAR <input type="checkbox"/> FACTORY OFFICIAL <input type="checkbox"/> CAPTAIN <input type="checkbox"/> JET <input type="checkbox"/> RETAIL <input type="checkbox"/> VEHICLE <input type="checkbox"/>					
YEAR 2017	MAKE FORD	MODEL F-250	BODY TYPE PU	COLOR MAGNETIC	TRIM
VIN	1	F	T	7	X
2	B	6	6	H	E
3	B	3	3	5	9
3	5	9	3	5	9
TO BE DELIVERED ON OR ABOUT SEP 29 2017					
MSRP/RETAIL VALUE				\$ 50000.00	
CASH PRICE OF VEHICLE				50000.00	
ADDITIONAL DEALER MARKUP FOR FINANCE PURPOSES TO OFF SET MINUS EQUITY					
ADJUSTED CASH PRICE OF VEHICLE				50000.00	
I am aware the dealer has checked the odometer and is accurate unless checked. Odometer is not accurate. Refer to the federal mileage statement for full disclosure.					
THE OPTIONS OR ACCESSORIES SHOWN ABOVE ARE COVERED UNDER A LIMITED WARRANTY OFFERED BY THE MANUFACTURER OF THE PARTICULAR ITEM(S).					
THE ODOMETER OF THE ABOVE DESCRIBED VEHICLE NOW READS 79 MILES/KILOMETERS AND IS ACCURATE UNLESS CHECKED. ODOMETER IS NOT ACCURATE. REFER TO THE FEDERAL MILEAGE STATEMENT FOR FULL DISCLOSURE.					
WE'D LIKE TO KNOW RADIO <input type="checkbox"/> NEWSPAPER <input type="checkbox"/> FRIEND <input type="checkbox"/> REFERRAL <input type="checkbox"/> INTERNET <input type="checkbox"/> PREVIOUS CUSTOMER <input type="checkbox"/>					
LIMITATION OF LIABILITY THE SELLER, MARBACH FORD, INC. HEREBY EXPRESSLY DISCLAIMS ALL WARRANTIES, EITHER EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. NEITHER ASSUMES NOR AUTHORIZES ANY OTHER PERSON TO ASSUME FOR IT ANY LIABILITY IN CONNECTION WITH THE SALE OF THE VEHICLE. THIS DISCLAIMER BY THE SELLER IN NO WAY AFFECTS THE TERMS OF THE MANUFACTURER'S WARRANTY.					
TRADE-IN ALLOWANCE					
TAXABLE AMOUNT				50250.00	
SALES TAX COUNTY GAUGA				6.75%	
TITLE FEES AND TEMPORARY TAG FEE				95.00	
OTHER					
TOTAL MONEY DIFFERENCE				3676.88	
TRADE PAYOFF TO				PAY OFF GOOD TELL	
NET TRADE EQUITY					
CASH DOWN					
REBATE					
BALANCE DUE					

The front and back of this Order comprise the entire agreement affecting this purchase and no other agreement or understanding of the terms of this purchase has been made. If this agreement is for a used vehicle see contractual disclosure statement below. I hereby certify that no cash has been advanced to me by the seller of this motor vehicle and that I am not a party to this agreement. I have read the matter printed on the back hereof and agree to it as a part of this agreement. I certify that I am of legal age and have the legal capacity to enter into this agreement. I acknowledge receipt of a copy of this order.

CONTRACTUAL DISCLOSURE STATEMENT (USED VEHICLES ONLY) THE INFORMATION YOU SEE ON THE WINDOW FORM FOR THIS VEHICLE IS PART OF THIS CONTRACT. INFORMATION ON THIS WINDOW FORM OVERRIDES ANY CONTRARY PROVISIONS IN THE CONTRACT OF SALE.

ENG 10/16/2017

Exhibit B

CUSTOMER #: 208560

139942

MICHAEL BYLER
MICHELLE BYLER

INVOICE

13500 West Center Street
BURTON, OHIO 44021
(440) 834-1600 (440) 834-1601
(440) 951-4141

PAGE 1

SERVICE ADVISOR: 796 DAWN M WEST

COLOR		YEAR	MAKE/MODEL		VIN	LICENSE	MILEAGE IN/OUT		TAG
GREY		17	FORD F250 PICKUP		1FT7X2B66HEB33593		4232/4240		T377
DEL DATE	PROD. DATE	WARR. EXP.	PROMISED		P.O. NO.	RATE	PAYMENT	INV. DATE	
29SEP17 PD			17:00 15DEC17				CASH	19DEC17	
R.O. OPENED		READY		OPTIONS: ENG:6.2_Liter					
10:29 15DEC17		06:41 19DEC17							

LINE	OPCODE	TECH	TYPE	HOURS	LIST	NET	TOTAL
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A GUEST STATES LIKE STEERING AND OR SUPSENSION IS LOOSE - CAN FEEL IN STEERING WHEEL WHEN GOING AROUND CIRCLE IN BURTON - CAN SOMETIMES FEEL IN BRAKE AND GAS PEDAL
I NO PROBLEM FOUND AT THIS TIME

533 SPERLING, TIMOTHY M LIC#: 533

CP

0.00 0.00

PARTS: 0.00 LABOR: 0.00 OTHER: 0.00 TOTAL LINE A: 0.00

4240 ROAD TEST CHECKED OVER FRONT ALL COMPONENTS ARE TIGHT COULD NOT DUPLICATE ANY CONCERNS

B PERFORMED MULTI-POINT INSPECTION CHECK LIST.

99P PERFORMED MULTI-POINT INSPECTION CHECK LIST.

533 SPERLING, TIMOTHY M LIC#: 533

CP

0.00 0.00

GBATT BATTERY TESTS GOOD

533 SPERLING, TIMOTHY M LIC#: 533

CP

0.00 0.00

GTIRE TIRE TREAD AND WEAR IS OK AT THIS TIME

533 SPERLING, TIMOTHY M LIC#: 533

CP

0.00 0.00

GBK BRAKE LININGS ARE OK AT THIS TIME

533 SPERLING, TIMOTHY M LIC#: 533

CP

0.00 0.00

PARTS: 0.00 LABOR: 0.00 OTHER: 0.00 TOTAL LINE B: 0.00

4240 PERFORMED MPI

In the event that you, the customer, authorize an inspection of the vehicle and/or engine compartment, a charge will be imposed for diagnostic, maintenance or partially completed work. Such charge will be directly related to the actual amount of labor or parts involved in the inspection.

STATEMENT OF DISCLOSURE

The factory warranty pertains to all of the vehicles with respect to the rate of this invoice. The dealer hereby expressly disclaims all warranties, either express or implied, including any implied warranty of merchantability or fitness for a particular purpose. Dealer neither warrants nor endorses any other person or company for any liability in connection with the sale of this invoice.

TERMS: STRICTLY CASH UNLESS OTHERWISE NOTED

I hereby authorize the repair work shown on this invoice along with the necessary material and agree that you are not responsible for loss or damage to vehicle or contents left in vehicle in care of this shop, or any other items beyond your control or for any damage caused by negligence of parts or damage to parts caused by the shop or transporter. I hereby grant you and your employees permission to inspect the vehicle herein described on grounds, highways or elsewhere for the purpose of testing and/or inspection. An express warranty is hereby acknowledged on items which are shown on the invoice of repair items. I HEREBY ACKNOWLEDGE RECEIPT OF A COPY HEREOF.

CUSTOMER SIGNATURE

SERVICE HOURS

7:30 AM TO 5:30 PM
MONDAY THRU FRIDAY
8:00 AM TO 5:00 PM
SATURDAY

DESCRIPTION	AMOUNT	TOTAL
LABOR AMOUNT	0.00	0.00
PARTS AMOUNT	0.00	0.00
GAS, OIL, LUBE	0.00	0.00
SUBLET AMOUNT	0.00	0.00
MISC. CHARGES	0.00	0.00
TOTAL CHARGES	0.00	0.00
LESS INSURANCE	0.00	0.00
SALES TAX	0.00	0.00
PLEASE PAY THIS AMOUNT		0.00

CUSTOMER COPY

CUSTOMER #: 208560

152758

MICHAEL BYLER
MICHELLE BYLER

INVOICE

DUPLICATE 1
PAGE 1**PRESTON**
Nobody Sells for Less
FORD, INC.13560 West Center Street
BURTON, OHIO 44021
(440) 834-1800 (440) 834-1861
(440) 951-4141

SERVICE ADVISOR: 948 DAVID J LUDLOW

YEAR		MAKE/MODEL		VIN		LICENSE		MILEAGE IN/OUT		TAG					
GRAY		17 FORD F250 PICKUP		1FT7X2B66HEB33593				18618/18619		T882					
DEL DATE		PROD. DATE		WARR. EXP.		PROMISED		PO NO.		RATE		PAYMENT		INV. DATE	
29SEP17 DE						18:00 12DEC18						CASH		12DEC18	
R.O. OPENED		READY		OPTIONS: ENG:6.2_Liter											
06:52 12DEC18		08:51 12DEC18													

LINE	OPCODE	TECH	TYPE	HOURS	LIST	NET	TOTAL
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A FRONT END SHAKE OVER BUMPS. LOWER SPEEDS AND HIGHER
POO ORDERED STEERING DAMPER, WARRANTY
409 TOTH, TIMOTHY LIC#: 409

CP	0.00	LABOR:	0.00	OTHER:	0.00	TOTAL LINE A:	0.00
----	------	--------	------	--------	------	---------------	------

18618 road test. verify concern. lift and inspect. needs tsb
18-2268 steering damper. ordered

B Perform a thorough inspection of fluids, wipers, battery, tires,
brakes, safety systems, and components.

99P Perform a thorough inspection of fluids,
wipers, battery, tires, brakes, safety
systems, and components.

409 TOTH, TIMOTHY LIC#: 409
CP

CP	0.00	LABOR:	0.00	OTHER:	0.00	TOTAL LINE B:	0.00
----	------	--------	------	--------	------	---------------	------

PARTS: 0.00 LABOR: 0.00 OTHER: 0.00 TOTAL LINE B: 0.00

In the event that you, the customer, authorize commencement but do not authorize completion of repair or service, a charge will be required for diagnosis, assembly or partially completed work. Such charges will be directly related to the actual amount of labor or parts involved in the inspection.

STATEMENT OF DISCLAIMER

The factory factory constitutes all of the warranties with respect to the sale of this merchandise. We do not warrant against the use of this merchandise for any purpose other than that for which it was designed. We do not warrant against the use of this merchandise for any purpose other than that for which it was designed. We do not warrant against the use of this merchandise for any purpose other than that for which it was designed.

TERMS: STRICTLY CASH UNLESS PRIOR ARRANGEMENTS MADE

I hereby authorize the repair work herein set forth to be done using only the necessary material and agree that you are not responsible for loss or damage to vehicles or articles left in vehicle in care of this shop, or any other items beyond your control, or for any delays caused by unavailability of parts or delays in parts shipments by the supplier or transporter. I hereby grant you and your employees permission to operate the vehicle herein described on streets, highways or elsewhere for the purpose of testing, repair or inspection. I express my consent to the use of this vehicle for the purpose of testing, repair or inspection. I HEREBY AUTHORIZE THE RECEIPT OF A COPY HEREOF.

COPIES DESTROYED

SERVICE HOURS:

7:30 AM TO 6:00 PM

MONDAY THRU FRIDAY

9:00 AM - 4:00 PM

SATURDAY

DESCRIPTION	TOTALS
LABOR AMOUNT	0.00
PARTS AMOUNT	0.00
GAS, OIL, LUBE	0.00
SUBLET AMOUNT	0.00
MISC. CHARGES	0.00
TOTAL CHARGES	0.00
LESS INSURANCE	0.00
SALES TAX	0.00
PLEASE PAY THIS AMOUNT	0.00

CUSTOMER COPY



CUSTOMER # 208560

153228

MICHAEL BYLER
MICHELLE BYLER

INVOICE

13580 West Center Street
BURTON, OHIO 44021
(440) 834-1800 (440) 834-1861
(440) 951-4141

PAGE 1

SERVICE ADVISOR: 948 DAVID J LUDLOW

COLOR	YEAR	MAKE/MODEL	VIN	LICENSE	MILEAGE IN/OUT	TAG	
GRAY	17	FORD F250 PICKUP	1FT7X2B66HEB33593		19104/19105	T372	
DEL DATE	PROD. DATE	WARR. EXP.	PROMISED	PO NO.	RATE	PAYMENT	INV. DATE
29SEP17 DD			WAIT 26DEC18			CASH	26DEC18
R.O. OPENED		READY		OPTIONS: ENG:6.2_Liter			
12:57 26DEC18		15:58 26DEC18					

LINE	OPCODE	TECH	TYPE	HOURS	LIST	NET	TOTAL
A					Perform a thorough inspection of fluids, wipers, battery, tires, brakes, safety systems, and components.		
99P					Perform a thorough inspection of fluids, wipers, battery, tires, brakes, safety systems, and components.		
				426 SWIFT, THOMAS LIC#: 426		0.00	0.00
				CP			
				GBATT BATTERY TESTS GOOD			
				426 SWIFT, THOMAS LIC#: 426		0.00	0.00
				CP			
				GBK BRAKE LININGS ARE OK AT THIS TIME			
				426 SWIFT, THOMAS LIC#: 426		0.00	0.00
				CP			
				GTIRE TIRE TREAD AND WEAR IS OK AT THIS TIME			
				426 SWIFT, THOMAS LIC#: 426		0.00	0.00
				CP			
PARTS:	0.00	LABOR:	0.00	OTHER:	0.00	TOTAL LINE A:	0.00
19104 MPI Performed inspection. Set tires to 60 in front and 65 in rear. Top off fluids as necessary.							

B CUSTOMER STATES VIBRATIONS IN FRONT END CAUSE:

182268A 2017-2019 F-Super Duty 4X4 250/350:

Inspect The Vehicle, S

426 SWIFT, THOMAS LIC#: 426

WF4

1 HC3Z*3E651*F DAMPER ASY

FC: PART#: COUNT:

CLAIM TYPE:

AUTH CODE:

426

(N/C)

(N/C)

PARTS:	0.00	LABOR:	0.00	OTHER:	0.00	TOTAL LINE B:	0.00
19104 42 steering damper does not operate properly. Road test, verify cust concern. Check oasis and found TBS#18-2268. verified							

In the event that you, the customer, authorize commencement but do not authorize completion of a repair or service, a charge will be imposed for diagnostic, reasonably or partially completed work. Such charge will be directly related to the actual amount of labor or parts involved in the inspection.

STATEMENT OF DISCLAIMER

The factory warranty conditions of all the vehicles with respect to the sale of this business. The dealer hereby expressly disclaims all warranties, other express or implied, including any implied warranty of merchantability or fitness for a particular purpose. Dealer neither assumes nor authorizes any other person to assume for it any liability in connection with the sale of this business.

TERMS: STRICTLY CASH UNLESS PRIOR ARRANGEMENTS MADE

I hereby authorize the repair work to be done along with the necessary amount and agree that you are not responsible for loss or damage to vehicle or articles left in vehicle in case of fire, theft, or any other cause beyond your control or for any delays caused by unavailability of parts or delays in parts shipment by the supplier or transporter. I hereby grant you and/or your employees permission to operate the vehicle herein described on streets, highways or elsewhere for the purpose of testing under inspection. An express mechanic's lien is hereby acknowledged on above vehicle to secure the amount of repair bills. I HEREBY ACKNOWLEDGE RECEIPT OF A COPY HEREOF.

SERVICE HOURS:

7:30 AM TO 5:30 PM

MONDAY THRU FRIDAY

8:00 AM - 4:00 PM

SATURDAY

DESCRIPTION	AMOUNT	TOTAL
LABOR AMOUNT		
PARTS AMOUNT		
GAS, OIL, LUBE		
SUBLET AMOUNT		
MISC. CHARGES		
TOTAL CHARGES		
LESS INSURANCE		
SALES TAX		
PLEASE PAY THIS AMOUNT		

CUSTOMER COPY

660
GER
BYLER

153228

INVOICE

PRIESTON
Nobody Sells for Less
FORD, INC.

13580 West Center Street
BURTON, OHIO 44021
(440) 834-1800 (440) 834-1661
(440) 951-4141

PAGE 2

SERVICE ADVISOR: 948 DAVID J LUDLOW

GRAY	17	FORD F250 PICKUP		VIN	LICENSE	MILEAGE IN/OUT	TAG
DEL DATE	PROD. DATE	WARR. EXP.	PROMISED	1FT7X2B66HEB33593		19104/19105	T372
29SEP17 DD			WAIT 26DEC18	PO NO.	RATE	PAYMENT	INV. DATE
R.O. OPENED	READY	OPTIONS: ENG:6.2_Liter				CASH	26DEC18
12:57 26DEC18	15:58 26DEC18						

LINE OPCODE TECH TYPE HOURS

	LIST	NET	TOTAL
steering vibration. remove steering damper and tested. Steering damper failed. Install new steering damper and retest. Now ok at this time.			

C Up to 5 quarts of Motorcraft Synthetic Blend Oil, Motorcraft Oil Filter, Multi-Point Inspection, and Tire Rotation.			
WRKS Up to 5 quarts of Motorcraft Synthetic Blend Oil, Motorcraft Oil Filter, Multi-Point Inspection, and Tire Rotation.			
426 SWIFT, THOMAS LIC#: 426			
IADCP			
1 FL*820*SB12 FILTER ASY - OIL			(N/C)
7 XO*5W30*Q1SP MOTORCRAFT SAE 5W-30 SN SNPLUS			(N/C)
I \$5 OFF COUPON			(N/C)
426 SWIFT, THOMAS LIC#: 426			
IADCP			
PARTS: 0.00 LABOR: 0.00 OTHER: 0.00 TOTAL LINE C:			(N/C)
CUSTOMER PAY DEDUCTIBLE FOR LINE C			0.00
19104 The works LOF, rotate, MPI			44.95

SHOP SUPPLIES			2.00

CUSTOMER COPY

In the event that you, the customer, authorize commencement but do not authorize completion of a repair or service, a charge will be imposed for disassembly, reassembly or partially completed work. Such charge will be directly related to the actual amount of labor or parts involved in the inspection.

STATEMENT OF DISCLAIMER

The factory warranty constitutes all of the warranties with respect to the sale of this automobile. The Seller hereby expressly disclaims all warranties, either express or implied, including any implied warranty of merchantability or fitness for a particular purpose. Seller neither assumes nor authorizes any other person to assume for it any liability in connection with the sale of this automobile.

TERMS: STRICTLY CASH UNLESS PRIOR ARRANGEMENTS MADE

I hereby authorize the repair work herein set forth to be done along with the necessary material and agree that you are not responsible for loss or damage to vehicle or articles left in vehicle in case of fire, theft, or any other cause beyond your control or for any delays caused by unavailability of parts or delays in parts shipments by the supplier or transporter. I hereby grant you and/or your employees permission to access the vehicle herein described on streets, highways or elsewhere for the purpose of testing and/or inspection. An express mechanic's lien is hereby acknowledged on above vehicle to secure the amount of repair charges. I HEREBY ACKNOWLEDGE RECEIPT OF A COPY HEREOF.

CUSTOMER SIGNATURE

SERVICE HOURS:

7:30 AM TO 5:30 PM

MONDAY THRU FRIDAY

9:00 AM - 4:00 PM

SATURDAY

DESCRIPTION	TOTALS
LABOR AMOUNT	0.00
PARTS AMOUNT	0.00
GAS, OIL, LUBE	0.00
SUBLET AMOUNT	0.00
MISC. CHARGES	46.95
TOTAL CHARGES	46.95
LESS INSURANCE	0.00
SALES TAX	3.17
PLEASE PAY THIS AMOUNT	\$50.32

CUSTOMER COPY

153882

David J Ludlow

Created: 01/15/2019

Closed: 01/17/2019

Page: 19,659

[InspectPro Summary:](#)[View VIR](#)[View Inspection Form](#)

Line Code A

Complaint: STEERING- SUSPENSION- DAVID KNOWS

Cause: .

Correction: 196660 42 STEERING DAMPER DOES NOT OPERATE PROPERLY ROAD TEST, VERIFY CUST CONCERN. SET TIRE PRESSURE AND CHECK DAMPER. DAMPER PASSES. INSTALL 3/4 DEGREE CAMS ON BOTH SIDES. SET TOE AND STEER AHEAD ANGLE. ROAD TEST. NPOW OK AT THIS TIME.

Op Code: 182268D

Tech: Thomas Swift

Type: WF4

Line Code B

Complaint: PERFORM A THOROUGH INSPECTION OF FLUIDS, WIPERS, BATTERY, TIRES, BRAKES, SAFETY SYSTEMS. AND COMPONENTS.

Correction: 19660 MPI PERFORMED INSPECTION. SET TIRES TO SPECS. TOP OFF FLUIDS AS NECESSARY.

Op Code: 99P

Tech: Thomas Swift

Type: CP

Line Code C

Complaint: QUALITY CONTORL

Correction: 196660 INFO LINE NO WORK PERFORMED.

Op Code: None

Tech: Thomas Swift

Type: CP

[Inspection Summary](#)[View PDF](#)

Declined Total:

\$0.00

No shop charges and taxes included

Invoice Total:

\$281.30

155075

David J Ludlow

02/18/2019

02/27/2019

20,373

Line Code A

Complaint: CS STEERING FEELS LOOSE. HAVE TECH GO FOR RIDE FOR STEERING ISSUES

Op Code: R.0

Tech: Thomas Swift

Type: INTF

Line Code B

Complaint: ELECTRICAL OUTLETS DONT STAY ON WITH KEY OFF

Correction: 20373 NPF CHECK OWNERS MANUAL AND ON PAGE 168 IT DESCRIBES THE FUNCTIONALITY OF THE ELECTRICAL OUTLETS ON THE TRUCK. THEY ARE NOT POWERED UP UNTIL KEY IS ON.

Op Code: R.0

Tech: Thomas Swift

Type: INTF

Line Code C

Complaint: PERFORM A THOROUGH INSPECTION OF FLUIDS, WIPERS, BATTERY, TIRES, BRAKES, SAFETY SYSTEMS, AND COMPONENTS.

Op Code: 99P

Tech: Thomas Swift

Type: INTF

Inspection Summary

[View PDF](#)

Declined Total:

\$0.00

Invoice Total:

\$0.00

*No shop charges and taxes included

156162

David J Ludlow

Opened 03/19/2019

Closed 03/20/2019

Page 21,283

[InspectPro Summary:](#)[View VIR](#)[View Inspection Form](#)

Line Code A

Complaint: C/S CAN FEEL SOMETHING IS LOOSE IN STEERING WHEN DRIVING OVER BUMPS. CHECK AND ADVISE

Cause: .

Correction: 21283 TEST DRIVE VEHICLE FOR CONCERN.PERFORM VISUAL INSPECTION.LOOSENESS DETECTED IN RIGHT LOWER TIE ROD END.REPLACE TIE ROD END AND RESET TOE.

Op Code: 3130AA

Tech: Timothy Toth

Type: WF4

Line Code B

Complaint: PERFORM A THOROUGH INSPECTION OF FLUIDS, WIPERS, BATTERY, TIRES, BRAKES, SAFETY SYSTEMS, AND COMPONENTS.

Correction: 21287 PERFORM MPI

Op Code: 99P

Tech: Timothy Toth

Type: CP

Line Code C

Complaint: CASTER, CAMBER, TOE-IN - CHECK - L

Op Code: 3001A

Tech: Timothy Toth

Type: WF4

Line Code D

Complaint: CASTER, CAMBER, TOE-IN - CHECK - L EXTRA TIME FOR A POST-REPAIR ROAD TEST.

Op Code: 3001AXQ

Tech: Timothy Toth

Type: WF4

Line Code E

Complaint: TOE-IN - CORRECT (FRONT/REAR) - L

Op Code: 3001A6

Tech: Timothy Toth

Type: WF4

158301**David J Ludlow**Opened: **05/16/2019**Closed: **05/31/2019**Mileage: **23,797**[InspectPro Summary:](#)[View VIR](#)[View Inspection Form](#)**Line Code A**

Complaint: CUSTOMER STATES WHEN DRIVING HIGHER SPEEDS AND HITTING BUMPS THE FRONT END STARTS SHAKING. CAN ALSO FEEL KNOCKING IN STEERING WHEEL WHEN GOING OVER BUMPS AT LOWER SPEEDS. CHECK AND ADVISE

Cause: .

Correction: 23803 VERIFIED CONCERN ON TEST DRIVE. SUSPECT ALIGNMENT ISSUE. PERFORM VISUAL INSPECTION. PERFORM ALIGNMENT CHECK. CASTER AT HIGHER END OF SPEC. INSTALL 1 DEGREE CAMBER CAMS AND READJUST. TEST DRIVE VEHICLE. CONCERN GREATLY IMPROVED AFTER REPAIRS.

Op Code: R2.6

Tech: Timothy Toth

Type: IS

Line Code B

Complaint: PERFORMED SEMI-SYNTHETIC OIL CHANGE SERVICE

Correction: 23803 PERFORM LOF. INSTALL CAMBER SHIMS.

Op Code: BLOF

Tech: Timothy Toth

Type: IADCP

Line Code C

Complaint: PERFORM A THOROUGH INSPECTION OF FLUIDS, WIPERS, BATTERY, TIRES, BRAKES, SAFETY SYSTEMS, AND COMPONENTS.

Correction: 23797 PERFORM MPI

Op Code: 99P

Tech: Timothy Toth

Type: IADCP

Line Code D

Complaint: GOODWILL OIL CHANGE CUST SATISFACTION

Op Code: I

Tech: Timothy Toth

Type: IADCP

CUSTOMER #: 208560

167048

MICHAEL BYLER
MICHELLE BYLER

INVOICE

PRESTON
Nobody Sells for Less
FORD, INC.13580 West Center Street
BURTON, OHIO 44021
(440) 834-1800 (440) 834-1881
(440) 851-4141

PAGE 2

SERVICE ADVISOR: 948 DAVID J LUDLOW

SERVICE ADVISOR: 33721/33722							
COLOR	YEAR	MAKE/MODEL	VIN	LICENSE	MILEAGE IN/OUT	TAG	
GRAY	17	FORD F250 PICKUP	1FT7X2B66HEB33593		33721/33722	T547	
DEL DATE	PROD. DATE	WARR. EXP.	PROMISED	PO NO.	RATE	PAYMENT	INV. DATE
29SEP17 DD			15:00 09JAN20			CASH	10JAN20

R.O. OPENED READY OPTIONS: ENG:6.2_Liter

06:36 09JAN20 13:00 10JAN20

LINE OPCODE TECH TYPE HOURS LIST NET TOTAL

23943AB TRIM PANEL - FRONT DOOR - REMOVE AND
INSTALL (23942/23943) - L511 PLUMMER, TERRY M LIC#: 511
WF4

(N/C)

1 FL3Z*1523200*G REGULATOR ASY

(N/C)

23943A10 REGULATOR ASSEMBLY FRONT DOOR WINDOW

ELECTRIC - REPLACE (23200/23208/23209) - L

511 PLUMMER, TERRY M LIC#: 511
WF4

(N/C)

PC: PART#: COUNT:

CLAIM TYPE:

AUTH CODE:

511

PARTS: 0.00 LABOR: 0.00 OTHER: 0.00 TOTAL LINE C: 0:00

33721 check and install right side reg

D INSPECT FRONT END FOR LOOSE COMPONENTS

NPF NO PROBLEM FOUND AT THIS TIME

511 PLUMMER, TERRY M LIC#: 511

CP

0:00

0:00

PARTS: 0.00 LABOR: 0.00 OTHER: 0.00 TOTAL LINE D: 0:00

33721 found no loose parts

E** CUSTOMER STATES REPLACE WIPER BLADES \$17.95EA INSTALLED

WIPERS REPLACED WIPER BLADES

1013 CRIBB, JOSEPH B LIC#: 1013

IADCP

(N/C)

2 WW*2201*PF BLADE ASY - WIPER

(N/C)

PARTS: 0.00 LABOR: 0.00 OTHER: 0.00 TOTAL LINE E: 0:00

CUSTOMER COPY

In the event that you, the customer, authorize commencement but do not authorize completion of a repair or service, a charge will be imposed for disassembly, reassembly or partially completed work. Such charge will be directly related to the actual amount of labor or parts involved in the inspection.

STATEMENT OF DISCLAIMER

The factory warranty conditions of all the vehicles sold subject to the sale of this franchise. The dealer hereby expressly disclaims all warranties, either express or implied, including any implied warranty of merchantability or fitness for a particular purpose. Such express warranties are indicated on any other printed document for any liability in connection with the sale of this franchise.

TERMS: STRICTLY CASH UNLESS SPECIALLY ARRANGED OTHERWISE

I hereby authorize the repair work herein set forth to be done along with the necessary material and agree that you are not responsible for loss or damage to vehicle or articles left in vehicle in case of fire, theft, or any other cause beyond your control or for any damage caused by possibility of parts or labor to parts elsewhere by the supplier or transporter. I hereby grant you and/or your employees permission to remove the vehicle from the lot at any time, day or night, for the purpose of making repairs, including the express authorization to be hereby substituted on above vehicle to obtain the amount of repair needed. I HEREBY ACKNOWLEDGE RECEIPT OF A COPY HEREOF.

SIGNATURE

SERVICE HOURS:

7:30 AM TO 6:00 PM

MONDAY THRU FRIDAY

8:00 AM TO 6:00 PM

SATURDAY

SUNDAY

DESCRIPTION	AMOUNT	TOTAL
LABOR AMOUNT	0.00	0.00
PARTS AMOUNT	0.00	0.00
GAS, OIL, LUBE	0.00	0.00
TIRE BLEND	0.00	0.00
MISC. CHARGE	0.00	0.00
TOTAL CHARGE	0.00	0.00
LESS INSURANCE	0.00	0.00
SALES TAX	0.00	0.00
PLEASE PAY THE AMOUNT		

CUSTOMER COPY

171397

Matt Sims

Operation: **05/23/2020**

Completed: **05/26/2020**

Mileage: **37,544**

InspectPro Summary:

[View VIR](#)

[View Inspection Form](#)

Line Code A

Complaint: CUSTOMER REQUESTING 20N04 TO BE PERFORM FOR
FRONT WHEEL SHAKING CONCERN

Cause:

Correction: 37544 20N04 INSTALL STEERING DAMP

Op Code: 20N04B Tech: Terry M Plummer Type: WF4

Line Code B

Complaint: PERFORM A THOROUGH INSPECTION OF FLUIDS, WIPERS,
BATTERY, TIRES, BRAKES, SAFETY SYSTEMS, AND COMPONENTS.

Correction: 37544 MPI

Op Code: 99P Tech: Terry M Plummer Type: CP

Inspection Summary

[View PDF](#)

Declined Total:

\$0.00

*No shop charges and taxes included

Invoice Total:

\$108.14

CUSTOMER #: 208560

199362

MICHAEL BYLER
MICHELLE BYLER

INVOICE

PRESTON

FORD, INC.

13580 West Center Street
BURTON, OHIO 44021

(440) 834-1800 (440) 834-1881

PAGE 1

SERVICE ADVISOR: 1079 MICHAEL ROBERTSON

SERVICE ADVISOR							
COLOR	YEAR	MAKE/MODEL	VIN	LICENSE	MILEAGE IN/OUT	TAG	
GRAY	17	FORD F250 PICKUP	1FT7X2B66HEB33593		59880/59881	T3886	
DEL DATE	PROD. DATE	WARR. EXP.	PROMISED	PONO.	RATE	PAYMENT	INV. DATE
29SEP17 DD			15:00 08JUL22		129.00	CASH	08JUL22

R.Q. OPENED READY OPTIONS: ENG:6.2_Liter

11:46 08JUL22 17:00 08JUL22

LINE	OPCODE	TECH	TYPE	HOURS	LIST	NET	TOTAL
------	--------	------	------	-------	------	-----	-------

A GS THINKS FUEL PUMP WENT BAD AGAIN ENGINE CRANKS EXCESSIVELY BEFORE

STARTING INTERMITTANTLY. CHECK AND ADVISE

CND COULD NOT DUPLICATE CUSTOMERS CONCERN

1108 STIVERS, BRENNAN M LIC#: 1108

CP

0.00 0.00

PARTS: 0.00 LABOR: 0.00 OTHER: 0.00 TOTAL LINE A: 0.00

59880 could not duplicate customer concern, No issues found at this time

B Up to 5 quarts of Motorcraft Synthetic Blend Oil, Motorcraft Oil

Filter, Multi-Point Inspection, and Tire Rotation.

WRKS Up to 5 quarts of Motorcraft Synthetic Blend

Oil, Motorcraft Oil Filter, Multi-Point

Inspection, and Tire Rotation.

1108 STIVERS, BRENNAN M LIC#: 1108

IADCP

(N/C)

1 FL*820*SB12 FILTER OIL

(N/C)

7 XO*5W20*BSP OIL ENGINE

(N/C)

PARTS: 0.00 LABOR: 0.00 OTHER: 0.00 TOTAL LINE B: 0.00

CUSTOMER PAY DEDUCTIBLE FOR LINE B

65.04

59880 performed works

C CS POWER STEERING WHINES CHECK AND ADVISE

I INFORMATION LINE

1108 STIVERS, BRENNAN M LIC#: 1108

CP

0.00 0.00

PARTS: 0.00 LABOR: 0.00 OTHER: 0.00 TOTAL LINE C: 0.00

59880 LF balljoint is bad.. CHECKED POWER STEERING OK AT THIS TIME

D Perform a thorough inspection of fluids, wipers, battery, tires,

brakes, safety system, and components.

99P Perform a thorough inspection of fluids,

wipers, battery, tires, brakes, safety

systems, and components.

In the event that you, the customer, authorize an emergency call, do not authorize completion of a repair or service, a charge will be imposed for diagnostic, emergency or partially completed work. Such charge will be directly related to the actual amount of labor or parts involved in the inspection.

STATEMENT OF DISCLAIMER

The factory warranty conditions all of the merchandise with respect to the sale of this merchandise. The dealer hereby expressly disclaims all warranties, either express or implied, including any implied warranty of merchantability or fitness for a particular purpose. Dealer neither assumes nor warrants any other claims or claims for a liability in connection with the sale of this merchandise.

TERMS: STRICTLY CASH UNLESS PRIOR ARRANGEMENTS MADE

I hereby authorize the repair work herein set forth, to be done along with the necessary material and agree that you are not responsible for loss or damage to vehicles or articles left in vehicle in case of fire, theft, or any other cause beyond your control or for any delay caused by unavailability of parts or delays in parts shipments by the supplier or transporter. I hereby grant you and/or your employees permission to occupy the vehicle herein described on express, telephone, or otherwise for the purpose of testing, repair, inspection, or express maintenance. I am hereby authorized to pay all charges for the purpose of testing, repair, inspection, or express maintenance. I hereby authorize you to use the vehicle for the purpose of testing, repair, inspection, or express maintenance. I hereby authorize you to use the vehicle for the purpose of testing, repair, inspection, or express maintenance.

Customer Signature

SERVICE HOURS:

7:00 AM TO 6:30 PM

MONDAY THRU FRIDAY

8:00 AM TO 5:00 PM

SATURDAY

DESCRIPTION	AMOUNT	TOTAL
LABOR AMOUNT		
PARTS AMOUNT		
GAS OIL LUBE		
TIRE LUBE		
FLUIDS		
SALES TAX		
TOTAL CHARGE		
CASH PAID		
AMOUNT DUE		
PLEASE PAY		
THIS AMOUNT		

CUSTOMER COPY

Exhibit C

LAW OFFICE OF RONALD J. BOLZ, PLLC

30928 Ford Road
Garden City, MI 48135
Phone: 1-888-453-6667
Fax: 1-888-334-8333
www.LemonAuto.com
RBolz@LemonAuto.com

August 17, 2022

Ford Motor Company
c/o CT Corporation System
4400 Easton Commons Way, Ste. 125
Columbus, Ohio 43219

RE: 2017 Ford F-250
VIN: 1FT7X2B66HEB33593

To Whom It May Concern:

Please be advised that I represent Michael Byler and Michelle Byler regarding the sale of the above-referenced vehicle from White's Ford on or about September 29, 2017. Mr. and Mrs. Byler, pursuant to the Ohio Uniform Commercial Code, which covers breach of express and implied warranties, revocation of acceptance and other rights and remedies, the Federal Magnuson-Moss Warranty Act and other rights and remedies, does hereby notify you of your breach of warranties, revokes acceptance of the 2017 Ford F-250, and are prepared to file suit to effect revocation of acceptance, cancellation of the sale, return of the vehicle, and payment to them of all monies expended, putting them back in the position they were prior to the contract.

Mr. and Mrs. Byler intend to hold Ford Motor Company liable for all other foreseeable damages due to the nonconforming vehicle and breach of warranties, including attorneys' fees incurred with enforcing their rights pursuant to but not limited to the following: ORC 1302.26, ORC 1302.27, ORC 1302.66, ORC 1302.85, ORC 1302.88, ORC 1302.89, ORC 1302.93, ORC 1345.09, 15 U.S.C. 2301; 15 U.S.C. 2308, and 15 U.S.C. 2310(d)(1) and (2).

Since the date Mr. and Mrs. Byler took delivery, the 2017 Ford F-250 has been in for repairs on numerous occasions and been out of service due to defects for an excessive amount of time. If you do not contact us in writing within 7 days of this letter and acknowledge your breach of warranties and sale of a nonconforming good, we will bring an action seeking all remedies available under the law.

Ford Motor Company
August 17, 2022
Page Two

If I do not hear from you within 7 days, I will assume that you refuse to acknowledge your breach of warranty and the nonconforming nature of the vehicle. Please be advised that if you do not allow return of the vehicle, my clients will be forced to continue to use the vehicle to mitigate their damages. However, if you wish for Mr. and Mrs. Byler to discontinue use of the vehicle and thereby increase their damages, please advise me in writing immediately. If I do not hear otherwise, I will assume that you authorize their continued use of the vehicle to minimize their damages.

Please be advised that we are asserting an attorney's lien on any and all proceeds in this matter. All further communications with Mr. and Mrs. Byler must be directed through my office.

Thank you for your anticipated cooperation.

Very truly yours,

LAW OFFICE OF RONALD J. BOLZ, PLLC


Ronald J. Bolz, Esq.

RJB/snh

cc: Michael Byler and Michelle Byler